



**CITY OF BROOKHAVEN
INVITATION TO BID NUMBER 16-244
POWER GENERATOR**

The City of Brookhaven is accepting sealed bids from qualified firms for an Annual Price Agreement for the purchase of Power Generator. **Sealed bids will be received no later than 2:00 P.M., August 31, 2016** at the City of Brookhaven, 4362 Peachtree Road, Georgia, 30319 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the City of Brookhaven Purchasing Division will not be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name ITB 16-244 (Power Generator) clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND TWO (2) COPIES OF THE BID MUST BE SUBMITTED.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Bid packages are available at the Brookhaven City Hall, Purchasing Division, located at the above address. Additional information, and bid packages, August be obtained by visiting our city web site at www.brookhavenga.gov. Please refer to Bid #16-244 and bid name (Power Generator) when requesting information.

The City of Brookhaven reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.

Please return all documents with your submittal

**ACKNOWLEDGEMENT OF RECEIPT OF BID
PACKAGE
INVITATION TO BID NUMBER 16-244
POWER GENERATOR**

Upon receipt of documents, please email this page to:

Purchasing@brookhavenga.gov
Attention: Purchasing Manager
4362 Peachtree Road
Brookhaven, Georgia 30319

I hereby acknowledge receipt of documents pertaining to the above referenced BID.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: (____) _____ FAX: (____) _____

E-MAIL: _____

(Signature)

(Date)

**CITY OF BROOKHAVEN
GENERAL TERMS & CONDITIONS
BID FORM – PAGE 1 OF 7
MUST BE RETURNED WITH BID**

Date: _____

City of Brookhaven
Purchasing Division
4362 Peachtree Road
Brookhaven, Georgia 30319

Re: Bid Number #16-244

- I. Bids will be received by the Purchasing Office at the address shown on the cover of the Invitation to Bid until the date and time set for the bid opening.
- II. Bid is based on supply of Power Generator per the specifications as indicated in the bid document.
- III. Anticipated delivery of Power Generator within _____ calendar days from the date of the award of this bid.
- IV. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- V. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, August be treated as non-responsive and August not be considered for award.
- VI. This bid August not be revoked or withdrawn after the time set for deadline receipt of bids and shall remain open for acceptance for a period of ninety (90) days following such time.
- VII. Bidder shall place the following information on the outside, lower left corner of the envelope containing the bid. Failure to include such information August delay opening of the bid.

**INVITATION TO BID#: 16-244
BID CLOSING DATE: August 31, 2016
BID CLOSING TIME: 2:00 p.m.**

**CITY OF BROOKHAVEN
BID FORM – PAGE 2 OF 7
MUST BE RETURNED WITH BID**

VIII. This agreement shall be governed in all respects by the laws of the State of Georgia.

IX. GENERAL SPECIFICATIONS:

No specification implied or expressed is intended to limit competition. The “Basic Requirements” attached are intended as a guide for tree cutting and removal service on which vendors are to submit a bid. These requirements and other specifications are not designed to prevent any vendor from submitting a bid. All equipment should comply with the requirements within a generally accepting range.

- A. The Power Generator offered shall meet with the detailed requirements listed in the bid form of this bid. Bidders are to indicate exactly what they are offering in the bid submission. All goods and/or services supplied pursuant to a purchase order shall, unless otherwise stated, conform exactly to all of the descriptions, specifications, and attachments contained in the Invitation to Bid upon which an order is based; and the terms, conditions, and specifications of the Invitation to Bid are incorporated herein by reference and made a part thereof.
- B. Bidder’s must furnish specification sheets, or similar data to support statements made in bid submission. Failure to furnish required data August be consideration as Cause for rejection of bid.
- C. All items omitted from these specifications, including manufacturer’s standard Equipment items, and accessory equipment supplied by the equipment dealer that is clearly necessary for the complete operation of the equipment shall be considered a requirement although not directly specified in these specifications. No specifications expressed or implied shall be construed as any type of restrictive specification that would limit competition.
- D. All deliveries are to bid FOB, City of Brookhaven, and Brookhaven, Georgia 30319. All Freight and delivery charges must be incorporated as part of the base bid amount. Vendor shall transfer and deliver to the department named all of the goods and/or services described herein for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

CITY OF BROOKHAVEN
BID FORM – PAGE 3 OF 7
MUST BE RETURNED WITH BID

- E. At time of delivery, the successful bidder shall furnish the City with equipment warranty for each unit as specified in the bid documents. All warranties shall be effective the day the equipment is placed into service by the City.
- F. The City reserves the right to inspect any or all pieces of equipment before award of bid. The City reserves the right to reject any or all bids based on this inspection.
- X The City shall pay the amount set out in the attached Schedule for any service/equipment provided. Payments shall be made each month according to invoice. Payment terms are Net30.
- XI The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.
- XII The term of this contract, **TBD** or such shorter time as August be indicated on the bid document and all services provided to the City during said term shall be billed at the contract price.
- XIII. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice of its intent to do so.
- XIV The City August, at its discretion and with the written consent of the Vendor, renew this contract for one or more additional terms.
- XV. In the event that this contract shall terminate or be likely to terminate prior to the making of an award for a new contract for this commodity, the City August, with the written consent of the Vendor extend this Contract for such period as August be necessary to afford the City continuous service as provided by this Contract.
- XVI This Contract is entered into solely for the convenience of the of City of Brookhaven, and it in no way precludes the City or any of its user departments from obtaining like services from other vendors upon prior approval of the Purchasing Division Such approval shall be made at the sole discretion of the Purchasing Division, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the City to do so. The vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of goods and services to the User Department pursuant to this Contract.
- XVII. This contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.
- XVIII. The City shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose

any condition in variance with or in addition to the terms and conditions contained herein.

- XIX. This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the City.
- XX. The provisions of the City of Brookhaven Purchasing Policy are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.
- XXI. The waiver by the City of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- XXII. The terms, conditions and specifications of the Request for Quote and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.
- XXIII. For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it August now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.
- XXIV. DRUG-FREE WORKPLACE.
- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor August be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

XXV. INSURANCE REQUIREMENTS - Coverage, Limits and Endorsements

A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)

All contractors shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the City of Brookhaven as additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp 1992). The CGL policy must provide primary limits for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the City for any claims covered by the Georgia Tort Claim Act. The policy or policies must be on an "occurrence" basis unless waived by the City. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the City if the company is an alien insurer. The CGL policy must include separate aggregate limits per project. **Excess liability coverage August be used in combination with the base policy to obtain the below limits.**

Limits: \$1,000,000 per Person
\$1,000,000 per Occurrence

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)

The contractor shall procure and maintain a BAP with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a Combined Single Limit of not less than \$ 1,000,000 covering any owned, non-owned or hired autos. **Excess liability coverage August be used in combination with the base policy to obtain these limits.**

C. WORKERS' COMPENSATION INSURANCE

To insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B-Employer's liability limits of:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 policy limit

Excess liability coverage August be used in combination with the base policy to obtain these limits. The contractor shall require all contractors and subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation

Coverage.

D. INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Brookhaven and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Brookhaven and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Brookhaven, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

XXVI. ENTIRE AGREEMENT.

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the City or any User Department unless the change or modification shall be in writing, consented to and approved by the Purchasing Division.

Company Name

Phone#

Address

Fax#

City, State and Zip Code

Email Address

Bidder Signature

Title

Date

Specifications

Request for Quote to provide for the installation of a standby power generator unit to support select electrical loads, including Uninterruptible Power Supply in two racks of computer equipment, IT closet air conditioning and front office general use receptacles. This proposal will provide a turn-key installation of a standby power generator system to support these select electrical loads at the Brookhaven Police Department, 2665 Buford Hwy NE.

Standby Power Generator Installation Scope of Services

- CATERPILLAR 50kW Diesel Powered Standby Power Generator Unit
- Provide 3,000 psi steel reinforced concrete equipment pad
- Provide all conduit / wire for Emergency / Normal & Load side electrical feeders
- Chain Link enclosure
- Receive and set the Standby Power Generator unit on the new concrete equipment pad
- Provide & install the Normal power input circuit breaker for the Automatic Transfer Switch
- Installation of the Automatic Transfer Switch and associated electrical conduit / wire
- Installation of the conduit / wire for the standby power generator battery charger & jacket heater
- Installation of a 200A electrical panel board to provide for standby power distribution
- Intercept / redirect the select electrical loads to the new standby power distribution panel board
- Initial generator fueling
- Assistance with startup / commissioning process
- Load testing and fail-over testing of the system
- Generator: Standby 2 Year Warranty / Installation: 1 Year Warranty
- One Annual and One Semi Annual Preventive Maintenance routine per year

PLEASE RETURN ALL DOCUMENTS WITH YOUR SUBMITTAL

Cost

Flat Cost \$_____

Additional Cost \$_____